

Form PTO-1595  
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Oraceutical Innovative Properties, LLC  
Oraceutical LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 7/23/03

2. Name and address of receiving party(ies)

Name: BriteSmile Development, Inc.

Internal Address: \_\_\_\_\_

Street Address: 490 North Wiget Lane

City: Walnut Creek State: CA Zip: 94598

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 09/840,844

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christine M. Rebman

Internal Address: Mayer, Brown, Rowe & Maw LLP

P.O. Box 2828

Street Address: \_\_\_\_\_

City: Chicago State: IL Zip: 60690

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

Charge any additional fees to 13-0019

DO NOT USE THIS SPACE

9. Signature.

Christine M. Rebman

Name of Person Signing

Christine M. Rebman

Signature

11/6/03

Date

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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TECH CENTER 1600/2800

## **ASSIGNMENT**

### **(BDI Patent Assignment)**

This Assignment ("Assignment") is made and entered into as of July 1, 2003, by R. Eric Montgomery, Oraceutical Innovative Properties, LLC, a Delaware limited liability company, and Oraceutical LLC, a Delaware limited liability company (collectively "Assignor"), in favor of BriteSmile Development, Inc., a Delaware corporation ("Buyer").

### **RECITALS AND REPRESENTATIONS:**

- A. Assignor, Buyer and certain affiliates of Buyer are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") of even date.
- B. Assignor owns or may assert a claim to all or to a portion of the right, title, and interest in and to the following (collectively the "Patents"):
  - (a) all Letters Patent of the United States or any other country, and all applications for Letters Patent of the United States or any other country, which applications and Letters Patents are owned or controlled by Assignor as described in Exhibit A attached hereto and disclose and/or claim part or all of the Technology (as defined below) and the Related Technology (as defined below) together with all Letters Patent which subsequently issue from such patent applications;
  - (b) all re-issues, re-examinations, continuations, divisions, continuations-in-part, renewals, substitutes or extensions thereof and any foreign counterpart applications including the right to claim international priority;
  - (c) the patentable inventions of Assignor disclosed or claimed therein, including exclusivity respecting the right to make, have made, use, import offer for sale and/or sell (or license or otherwise transfer or dispose of) such inventions;
  - (d) the right (but not the obligation) to prosecute such applications; and
  - (e) the right to enforce (but not the obligation, except as otherwise provided in the Purchase Agreement) such Letters Patent and applications, and collect damages, if any, for infringement by any third parties which infringement occurred prior to or after the date hereof.

C. Pursuant to the terms of the Purchase Agreement, Assignor desires to transfer all of its claims, right, title and interest to any or all of the Patents to Buyer, and Buyer desires to secure same.

1. Grant. In consideration of \$10.00 and other good and valuable consideration paid to Assignor by Buyer, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby assigns to Buyer its entire claim, right, title, and interest in the Patents and in any portion thereof.

2. Miscellaneous

2.1 Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such patent office officials in foreign countries as are duly authorized by their patent laws to issue any and all patents on the inventions which are claimed or disclosed in the Patents (the "Inventions") to Buyer as the owner of the entire interest, for the sole use and benefit of Buyer, its successors, assigns and legal representatives.

2.2 Assignor hereby agrees, without further consideration and without expense to it, to sign all lawful papers and to perform all other lawful acts which Buyer may request to make this assignment fully effective, including, by way of example but not of limitation, the following:

(a) Prompt execution of all original, continuation, continuation-in-part, divisional, substitute, reissue, re-examination and other United States and foreign patent applications on said Inventions, and all lawful documents requested by Buyer to further the prosecution of any of such patent applications; and

(b) Cooperation to the best of its ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, interference or infringement proceedings involving said Inventions.

2.3 The execution, delivery and performance of this Assignment and the consummation of the transactions contemplated by this Assignment are in all respects subject to

and in consideration of the representatives, warranties and covenants of Assignor in favor of Buyer set forth in the Purchase Agreement.

2.4 No party hereto shall be deemed to be the representative, partner, joint-venturer, or agent of any other party hereto by virtue of this Assignment.

2.5 This Assignment may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be waived only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance.

2.6 This Assignment shall be governed by and construed in accordance with federal law and with the laws of the State of Delaware, and any lawsuit arising therefrom shall be heard in a court of competent jurisdiction in the State of Delaware.

2.7 In the event that any condition, covenant, or other provision herein contained is held to be invalid or unenforceable by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Assignment and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid or unenforceable due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

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Signature Page Follows.]

IN WITNESS WHEREOF Assignor has hereunto set its hand:

R. Eric Montgomery  
R. Eric Montgomery, an individual

**ORACEUTICAL INNOVATIVE  
PROPERTIES, LLC**, a Delaware limited  
liability company

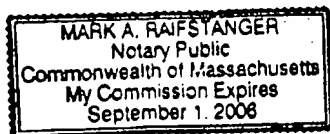
By: R. Eric Montgomery  
Title: MANAGER

**ORACEUTICAL LLC**, a Delaware limited  
liability company

By: R. Eric Montgomery  
Title: MANAGER

STATE OF Massachusetts )  
COUNTY OF Berkshire ) §

On this 23<sup>rd</sup> day of July, 2003, personally appeared before me R. Eric  
Montgomery, who proved to me on the basis of satisfactory evidence to be the person whose  
name is subscribed to on this Assignment, and acknowledged that he executed the same.

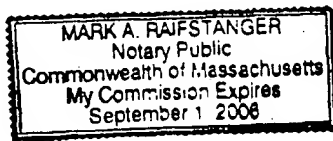


Mark A. Raifstanger  
NOTARY PUBLIC, Residing at:  
Shelford, MA

STATE OF Massachusetts )  
COUNTY OF Berkshire ) §

On this 23<sup>rd</sup> day of July, 2003, personally appeared before me  
R. Eric Montgomery, the manager of Oraceutical  
Innovative Properties, LLC, who proved to me on the basis of satisfactory evidence to be the

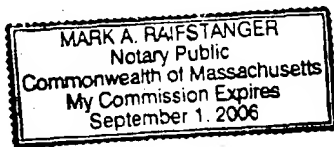
person whose name is subscribed to on this Assignment, and acknowledged that he executed the same for and on behalf of Oraceutical Innovative Properties, LLC.



[Signature]  
NOTARY PUBLIC, Residing at:  
Sheffield, MA

STATE OF Massachusetts )  
COUNTY OF Sherborn )

On this 21<sup>st</sup> day of July, 2003, personally appeared before me  
R. Eric Montgomery, the manager of Oraceutical  
LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to on this Assignment, and acknowledged that he executed the same for and on behalf  
of Oraceutical LLC.



[Signature]  
NOTARY PUBLIC, Residing at:  
Sheffield, MA

**EXHIBIT A****BDI IP Description**

<b>Patent/Publication No.</b>	<b>Application No.</b>	<b>Filed</b>	<b>Title</b>
	09/253,240	02/19/99	Anti-Microbial Denture Adhesive Composition
	PCT/US99/03588	02/19/99	Anti-Microbial Denture Adhesive Composition
AU Patent No. 0756369	AU 27744/99	02/19/99	Anti-Microbial Denture Adhesive Composition
	CA 2321192	02/19/99	Anti-Microbial Denture Adhesive Composition
CN Publ. No. 1297347T	CN 99805200.0	02/19/99	Anti-Microbial Denture Adhesive Composition
EP Publ. No. 1056429A2	EP 99908266.2	02/19/99	Anti-Microbial Denture Adhesive Composition
EP Publ. No. 1056430	EP 99934240 Appl. deemed withdrawn 4/03		Curable Compositions with Anti-Microbial Properties
	JP 2000-532096	02/19/99	Anti-Microbial Denture Adhesive Composition
	MX 8179	02/19/99	Anti-Microbial Denture Adhesive Composition
	60/002,361	08/15/95	Peroxidase-Activating Oral Compositions
	60/012,537	02/29/96	Fluid-Stabilized Alkali Metal Precarbonates
U.S. Patent No. 5,908,614	08/698,474	08/15/96	Peroxidase-Activating Oral Compositions
U.S. Patent No. 6,576,227	09/237,191	01/26/99	Peroxidase-Activating Oral Compositions
PCT/US96/13240 (Not pursued)		08/15/96	Peroxidase-Activating Oral Compositions

Patent/Publication No.	Application No.	Filed	Title
pursued)			Compositions
	60/066,187	11/19/97	Tooth Whitening Compositions
U.S. 6,221,341	09/196,403	11/19/98	Tooth Whitening Compositions
US 20010021374	09/840,844	04/24/01	Tooth Whitening Compositions
	60/069,021	12/10/97	Low-Odor Methacrylate Monomers
U.S. 6,348,518	09/208,969	12/10/98	Compositions for making an artificial prosthesis
U.S. 6,472,453	10/033,077	11/01/00	Compositions for making an artificial prosthesis
	60/263,884	01/24/01	Mouth Wash
	10/056,296	01/24/02	Mouth Wash
	PCT/US02/02324	1/24/02	Mouth Wash
	60/066,081	11/17/97	Partitioning Inserts and Method of Making Multiple-Compartment Dispensing Containers
	U.S. 09/193,518	11/17/98	Partitioning Inserts and Method of Making Multiple-Compartment Dispensing Containers
	60/002,289	08/15/95	Non-Sensitizing Tooth Bleaching Composition
	60/002,331	08/15/95	Antimicrobial Oxidants for Helicobacter Pylori Infection
	60/010,955		Toothbrush with Tooth-color Chart



Patent/Publication No.	Application No.	Filed	Title
	60/010,956		High-Viscosity Tooth-Bleaching Gel
	60/010,958		Oral Moisturizing Compositions
	07/016,723		Toothbrush Sanitized Composition
	60/012,538		Dual Polymer Thickening System for Tooth Bleaching Compositions
	60/012,536	02/29/96	Tooth Whitening Compositions
	60/012,579	02/29/96	Oral Lubricants Containing High Molecular Weight Polyethers
	60/012,898	03/06/96	Alkali Metal Percarbonate Tooth Whitening Composition
	60/018,178	05/23/96	Tooth Whitening Compositions Containing Surface Active Agent
	60/018,158	05/23/96	Improved Process for Application of Tooth Whitening Compositions
	60/022,384	07/29/96	Chlorine Dioxide Tooth Whitening Compositions
	08/698,363	08/15/96	Tooth Bleaching Composition
	PCT/US96/15366	09/25/96	Tooth Bleaching Composition
	60/029,900	11/08/96	Alkaline Stain Removing Oral Care Composition
	60/032,814	12/11/96	Polyethyleneimine as Adhesion Promoter for

Patent/Publication No.	Application No.	Filed	Title
			Fingernail Products
	60/069,017	12/10/97	Film-Forming Tooth Whitening Composition
	08/939,478	09/29/97	Flexible Dental Tray
	60/024,376	08/15/96	Antimicrobial Oxidants for Helicobacter Pylor Infection
	60/054,177	07/30/97	Antimicrobial Oxidants for Helicobacter Pylor Infection
	60/069,018	12/10/97	Polyethylene as Adhesion Promoter for Fingernail Products
	60/076,790	03/04/98	Alkali Metal Percarbonate Tooth Whitening Composition
	60/032,399	12/11/96	Film-forming Tooth Whitening Composition
	60/040,040	03/05/97	Alkali Metal Percarbonate Tooth Whitening Composition